

NO. 29275
Filed with the Secretary of State
Date Filed: 10-04-07
Janice K. Brewer
Secretary of State

JPA File: JPA 07-076
A.G. Contract No. P0012007000942
Section: I-10 Papago Freeway
Sarival Avenue to SR101L
(Bullard Wash Bridge)
TRACS No.: 010 MA 126 H7096 01C
Budget Source: 43408

By: Brice Mountain INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GOODYEAR

THIS AGREEMENT is entered into this date October 4th, 2007, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State has an ongoing project to widen the existing Interstate 10 (I-10) between Sarival Avenue and State Route 101L (SR101L), wherein the City requests the State incorporate the construction of conduit and pull-boxes near the Bullard Wash Bridge for future underdeck lighting, at an estimated cost of \$32,381.00. In exchange, the City will acquire an estimated .5 acres of right of way, located south of I-10 in Bullard Wash, shown on Exhibit "A" attached hereto and made a part hereof, at an estimated value of \$32,670.00 and upon satisfactory notification of ownership, the State will establish said right of way by approval of the State Transportation Board, collectively herein referred to as the "Project".

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

GOODYEAR CITY CLERK
ORIGINAL

Resolution 07-1174
COAC 07-3458
8/27/07

II. SCOPE OF WORK

1. The City shall:

a. Upon execution of this Agreement, acquire an estimated .5 acres of right of way, located south of I-10 in Bullard Wash, shown on Exhibit "A" and convey said property to the State.

b. Upon completion and acceptance of the Project, be responsible for all costs to connect and operate the electrical facilities and associated electrical equipment; and provide operation and maintenance to the Project.

c. Obtain, per established procedures of the State's Phoenix District Permit Office, a valid annual citywide Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree, any new construction or installation shall require a separate permit as per the Phoenix District's established procedures, of which may be obtained through the District Office referenced herein.

2. The State will:

a. Upon execution of this Agreement and upon satisfactory notification of ownership of the right of way by the City, establish said right of way by approval of the State Transportation Board.

b. Provide design plans and other such documents to the City for review and comments, as appropriate. Upon concurrence of the plans by both parties, incorporate into the State's project, call for bids, award one or more construction contracts for the Project. Administer the Project and make all payments to the contractor(s).

c. Upon completion of the Project and final inspection, notify the City in writing that the Project has been constructed in accordance with the Project documents and are satisfactorily completed. Approve and accept the Project on behalf of the parties.

d. Grant or confirm, per established procedures of the State's Phoenix District Permit Office, that the City has a valid annual citywide Encroachment Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree any new construction or installation shall require a separate permit through the State's Phoenix District Permit Supervisor, as per the Phoenix District's established procedures.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, provided however, that this Agreement, except any provisions herein for maintenance which shall be perpetual, may be cancelled at any time prior to the transfer of right of way, and award of a Project advertisement, with 30-days written notice to the other party. It is understood and agreed that, in the event the City cancels this Agreement, the City shall be responsible for all costs up to the time of cancellation.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

6 Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7 In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: 602-712-7424

City of Goodyear
Public Works Director
119 N. Litchfield Road
Goodyear, AZ 85338
FAX: 623-882-7520

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF GOODYEAR

STATE OF ARIZONA

Department of Transportation

By Brian Dalke
BRIAN DALKE
Interim City Manager

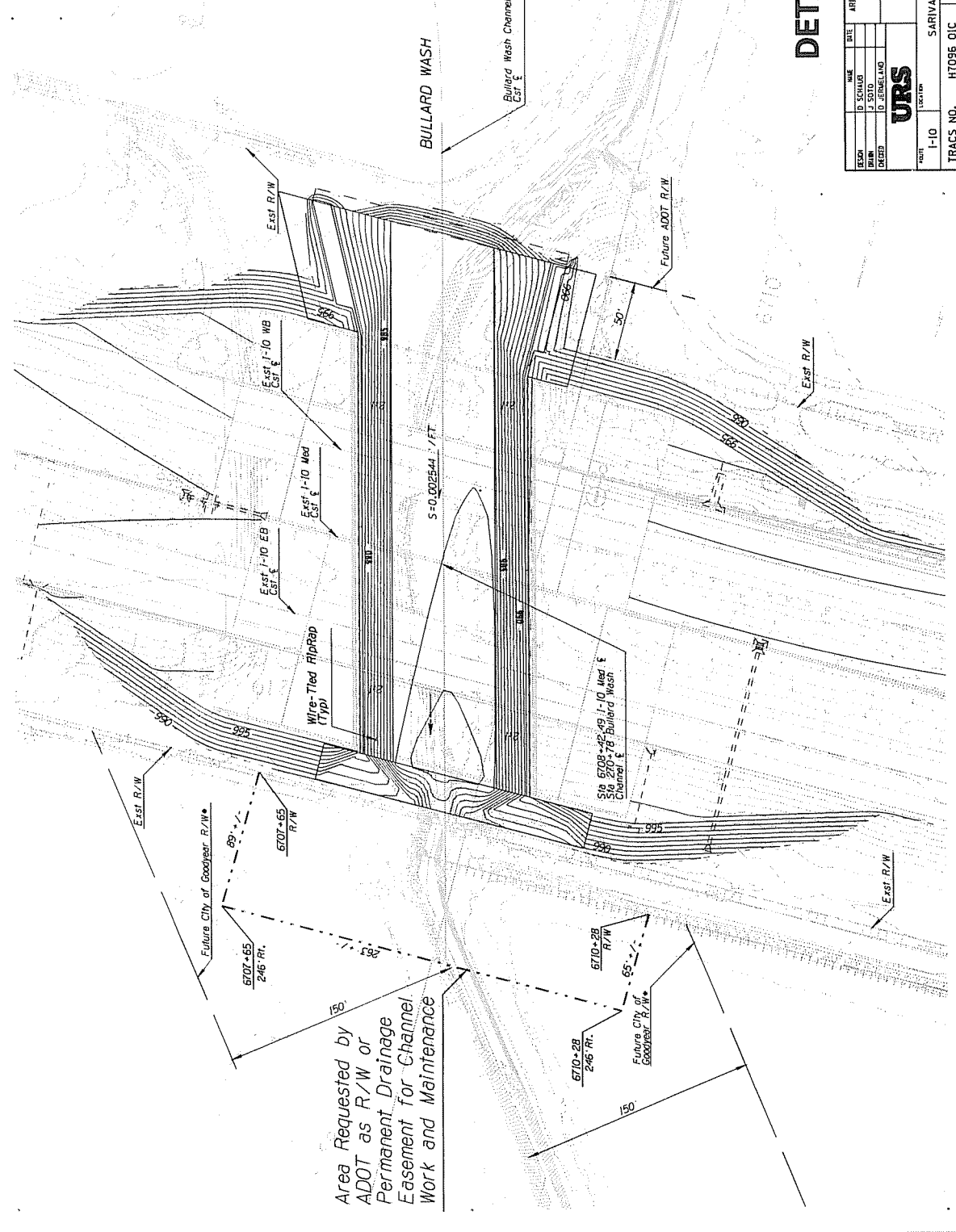
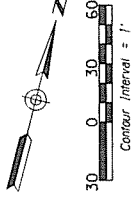
By Sam Maroufkhani
SAM MAROUFKHANI, P.E.
Deputy State Engineer

ATTEST

By Dee Cockrum
DEE COCKRUM
City Clerk



FILE NO.	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	DATE
9	ARIZ.	010-B201IN	194	756	010 MA 126



DETAIL D10

DESIGN	DATE	NAME	PRELIMINARY
DESIGNED	05/10/10	D. SCHULZ	Stage V
CHECKED	05/10/10	D. SCHULZ	Review
APPROVED	05/10/10	D. SCHULZ	NOT FOR CONSTRUCTION OR RECORDING
DATE	LOCATION	TRACS NO.	OF
1-10	SARIVAR AVE TO SR 101	HT096 OIC	010-B201IN

*****THIS DRAWING IS THE PROPERTY OF URS *****

11/13

RESOLUTION NO. 07-1174

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO EXCHANGE RIGHT-OF WAY FOR THE CONSTRUCTION OF UNDERDECK LIGHTING CONDUIT AND PULL BOXES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State; and

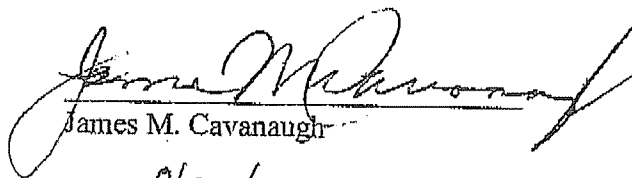
WHEREAS, the City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City; and

WHEREAS, the State has an ongoing project to widen the existing Interstate 10 (I-10) between Sarival Avenue and State Route 101L (SR101L), wherein the City requests the State incorporate the construction of conduit and pull-boxes near the Bullard Wash Bridge for future underdeck lighting, at an estimated cost of \$32,381.00. In exchange, the City will acquire an estimated .5 acres of right of way, located south of I-10 in Bullard Wash, shown on Exhibit "A" attached hereto and made a part hereof, at an estimated value of \$32,670.00 and upon satisfactory notification of ownership, the State will establish said right of way by approval of the State Transportation Board, collectively herein referred to as the "Project"; and


NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The City Manager is authorized to execute the attached Intergovernmental Agreement between the City of Goodyear, Arizona, and the State of Arizona for the exchange of approximately 0.5 acres of right-of-way for the construction of conduit and pull boxes for future Bullard Wash underdeck lighting.

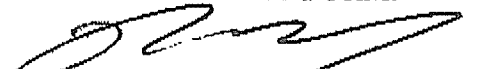
PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Arizona, this 27 day of August, 2007.


James M. Cavanaugh
Date: 8/27/07

ATTEST:


Dee Cockrum, City Clerk

APPROVED AS TO FORM:


Roric Massey, City Attorney

CERTIFICATION OF RECORDING OFFICER

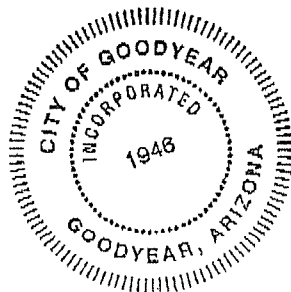
STATE OF ARIZONA)


COUNTY OF MARICOPA)

I, the undersigned Dee Cockrum, being the duly appointed, acting qualified City Clerk of the City of Goodyear, Arizona, certify that the foregoing Resolution 07-1174, passed and adopted at a City Council Meeting of the Council of the City of Goodyear, Maricopa County, Arizona held on the 27 day of August, 2007, at which a quorum was present and, by a 7-0 vote, 7 voted in favor of said Resolution.

Given under my hand and seal, this 28 day of August, 2007.

Seal




City Clerk

ATTORNEY APPROVAL FORM

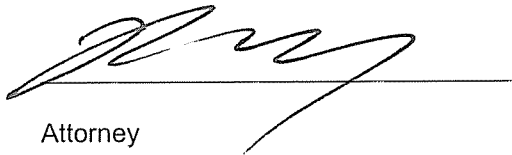
FOR THE CITY OF GOODYEAR

INTERGOVERNMENTAL AGREEMENT DETERMINATION

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GOODYEAR, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned CITY Attorney who has determined that it is in proper form and within the powers and authority granted to CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties to enter into said Agreement.

Dated August 29, 2007



Attorney



TERRY GODDARD
Attorney General

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
Writer's Direct Line:
602.542.8855
Facsimile: 602.542.3646
E-mail: Susan.Davis@azag.gov

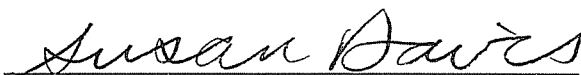
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012007-000942TRN (**JPA 07-076**), an Agreement between public agencies, i.e., The State of Arizona and The City of Goodyear, has been reviewed pursuant to A.R.S. § 11-951, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: September 27, 2007.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:smb:68177
Attachment